

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

TERI WOODS PUBLISHING, LLC

4525 Sansom Street
Philadelphia, PA 19139

and

TERI WOODS

4525 Sansom Street
Philadelphia PA 19139

Plaintiffs,

v.

DeSEAN WILLIAMS a/k/a

J.M. BENJAMIN a/k/a

JIMMIE BENJAMIN

204 East Front Street
Plainfield, NJ 07060

and

UNITED BOOK PRESS, INC

1807 Whitehead Road
Baltimore, MD 21207-4152

and

GASCH PRINTING, .INC.

1780 Crossroads Drive
Odenton, MD 21113

and

HORIZON BOOKS, INC.

f/k/a CULTURE PLUS DISTRIBUTION

The Gallery at Market East
801 Market Street, Store #25

Phila PA 19107-3137

and

HAKIM HOPKINS, d/b/a

BLACK AND NOBLE BOOKSTORE

1409-11W. Erie Ave (at Broad St.)
Philadelphia, PA 19140

and

HARLEM BOOK STORES

2294 8th Avenue,
New York, NY 10027

and

Civil Action No. _____

Jury Trial Demanded

**URBAN KNOWLEDGE
BOOKSTORE, LLC** :
1200 Mondawmin Conc,
Baltimore, MD 21217, **and** :

CARL WEBER, d/b/a :
URBAN KNOWLEDGE BOOKSTORE :
1200 Mondawmin Conc. :
Baltimore MD 21217, :
:
DEFENDANTS. :
_____ :

CIVIL COMPLAINT

Jurisdictions

1. Jurisdiction is vested in this Court by virtue of Title 17 U.S.C. §§ 101-810, to wit, the Copyright Act of 1976.

Parties

2. The Plaintiffs, Teri Woods Publishing, LLC and Teri Woods (hereinafter collectively referred to as "WOODS"), are a domestic limited liability company engaged as a mom-and-pop sort of book publishing company, and a private adult individual, respectively, doing business at the address above-indicated, and they are the rightful and lawful copyright holders of certain literary works, inclusive but not limited to three (3) books entitled, "Dutch", "Dutch II" and "Dutch III". Copies of the WOODS Certificates of Registration and U.S. Copyright Office Receipt pertaining to said literary works are attached hereto collectively as Exhibit P-1 and made a part hereof.
3. Defendant DeSEAN WILLIAMS a/k/a J.M. BENJAMIN a/k/a JIMMIE BENJAMIN (hereinafter "WILLIAMS") is adult male individual doing business at the address above-indicated, and is the mastermind behind the unlawful and improper counterfeiting of WOODS'

copyrighted literary works, engaged in a scheme to unlawfully manufacture, distribute and sell WOODS' copyrighted literary works for his own personal gain..

4. Defendants UNITED BOOK PRESS, INC. ("UNITED") and GASCH PRINTING, INC. ("GASCH") are domestic corporations who are engaged in the manufacturing of, inter alia, books; Upon information and belief, defendants UNITED and GASCH were hired by defendant WILLIAMS to illegally manufacture bootleg copies of WOODS copyrighted literary works.

5. Defendants HORIZON BOOKS, INC. f/k/a CULTURE PLUS DISTRIBUTION ("HORIZON"), HAKIM HOPKINS, d/b/a BLACK AND NOBLE BOOKSTORE ("HOPKINS"), HARLEM BOOK STORES ("HARLEM"), URBAN KNOWLEDGE BOOKSTORE, LLC ("UKB"), and CARL WEBER d/b/a URBAN KNOWLEDGE BOOKSTORE are domestic corporations, domestic limited liability companies, or private adult individuals doing business at their respective addresses above-indicated; said defendants engaged in the unlawful distribution and/or sale of plaintiffs WOODS' copyrighted literary works. This bundle of defendants shall be collectively referred to hereinafter as "SELLERS".

5B. At all times material hereto, the defendants acted on their own behalves, or they acted through the deeds of their employees, servants, agents, representatives, and the like, acting within their course of employment and scope of duties.

Factual Allegations

6. In 2005, plaintiffs WOODS duly filed with the Library of Congress FORM TX copyright applications for the literary works entitled, "Dutch" and "Dutch II Angels Revenge, and Certificates of Registration were duly issued in plaintiffs' favor. Exhibit P-1.
7. In 2011 plaintiffs WOODS duly filed with the Library of Congress FORM TX copyright

application for the literary work entitled, “Dutch III- International Gangster”, and upon information and belief Certificate of Registration was duly issued in plaintiffs’ favor.

Exhibit P-1.

8. Plaintiffs WOODS is the undisputed copyright claimant in regard to these three (3) literary works.
9. Plaintiffs WOODS learned that defendant WILLIAMS was engaged in the unlawful bootleg manufacturing, distribution and sale of plaintiffs’ books; upon information and belief, WILLIAMS has been involved in the unlawful manufacturing, distribution and sale of at least Seventy Thousand (70,000) bootlegged, illegal books, thereby illegally duplicating plaintiffs’ copyrighted literary works.
10. Plaintiffs WOODS received no compensation whatsoever from WILLIAMS, who received substantial financial benefit as a result of his illegal and illicit actions.
11. WILLIAMS enlisted the use of co-defendants UNITED and GASCH to illegally print and manufacture these 70,000+ bootlegged books.
12. WILLIAMS further enlisted the use of co-defendants SELLERS to assist WILLIAMS in the unauthorized and unlawful distribution and sale of plaintiffs WOODS’ copyrighted literary works.
13. WILLIAMS further enlisted the use of additional individuals and entities, the identities of which are unknown at this time to plaintiffs, but whose identities may become known to plaintiff through discovery, at which time such additional individuals and entities who were also involved in the unlawful manufacturing, distribution and sale of plaintiffs’ copyrighted literary works shall be named as additional defendants in this case.

Claims

COUNT I – COPYRIGHT INFRINGEMENT:

VIOLATION OF TITLE 17 U.S.C. §§ 101-810

TERI WOODS PUBLISHING, LLC VS. ALL DEFENDANTS)

14. Plaintiff TERI WOODS PUBLISHING, LLC is the lawful and dutiful holder of certain copyrights pertaining to certain literary works. Exhibit P-1.
15. All defendants violated the Copyright Act of 1976, to wit, Title 17, U.S.C. Secs. 101 et seq., by engaging in the unlawful manufacturing, sale and distribution of plaintiffs' protected, copyrighted literary works.
16. Defendants' violations were repeated numerous times, and were outrageous, willful, wanton, malicious, and were committed with reckless disregard for the rights of plaintiffs.
17. As a result of defendants' infringement, plaintiffs suffered pecuniary damages, as well as damage to its reputation, goodwill, and other damages.
18. Defendants are liable to plaintiffs for unlawful copyright infringement.

WHEREFORE, on Count I, plaintiff TERI WOODS PUBLISHING, LLC demands judgment in its favor, and against all defendants, jointly and severally, as follows:

- a. For compensatory damages in the amount of Ten Million Dollars (\$10,000,000.00);
- b. For treble damages, to wit, Thirty Million Dollars (\$30,000,000.00), for unlawful infringement;
- c. For costs of suit and reasonable counsel fees;
- d. For such other relief as this Court may deem proper.

COUNT II – COPYRIGHT INFRINGEMENT:

VIOLATION OF TITLE 17 U.S.C. §§ 101-810

TERI WOODS VS. ALL DEFENDANTS)

19. Plaintiffs incorporate all paragraphs above as if set forth in full herein.
20. Plaintiff TERI WOODS is the lawful and dutiful holder of certain copyrights pertaining to her literary works. Exhibit P-1.
21. All defendants violated the Copyright Act of 1976, to wit, Title 17, U.S.C. Secs. 101 et seq., by engaging in the unlawful manufacturing, sale and distribution of plaintiffs' protected, copyrighted literary works.
22. Defendants' violations were repeated numerous times, and were outrageous, willful, wanton, malicious, and were committed with reckless disregard for the rights of plaintiffs.
23. As a result of defendants' infringement, plaintiffs suffered pecuniary damages, as well as damage to her reputation, goodwill, and other damages.
24. Defendants are liable to plaintiffs for unlawful copyright infringement.

WHEREFORE, on Count II, plaintiff TERI WOODS demands judgment in her favor, and against all defendants, jointly and severally, as follows:

- a. For compensatory damages in the amount of Ten Million Dollars (\$10,000,000.00);
- b. For treble damages, to wit, Thirty Million Dollars (\$30,000,000.00), for unlawful infringement;
- c. For costs of suit and reasonable counsel fees;
- d. For such other relief as this Court may deem proper.

COUNT III – CIVIL CONSPIRACY

(TERI WOODS PUBLISHING, LLC VS. ALL DEFENDANTS)

25. Plaintiffs incorporate all paragraphs above as if set forth in full herein.
26. Defendants WILLIAMS, UNITED, GASCH, and SELLERS have engaged in a civil conspiracy to deprive plaintiff TERI WOODS PUBLISHING, LLC of its rights.

27. Defendants actions have been outrageous, and have been willful, wanton, malicious, and were committed with reckless disregard for the rights of plaintiffs.
28. As a result of defendants' civil conspiracy, plaintiff TERI WOODS PUBLISHING, LLC has sustained damages in the form of lost profits, lost goodwill, lost prospective business, and other monetary losses.
29. Defendants are liable to plaintiffs for actionable civil conspiracy.

WHEREFORE, on Count III, plaintiff TERI WOODS PUBLISHING, LLC demands judgment in its favor, and against all defendants, jointly and severally, as follows:

- a. For compensatory damages in the amount of Ten Million Dollars (\$10,000,000.00);
- b. For punitive damages for a sum to be determined by the jury at trial;
- c. For costs of suit and reasonable counsel fees;
- d. For such other relief as this Court may deem proper

COUNT IV - CIVIL CONSPIRACY

(TERI WOODS VS. ALL DEFENDANTS)

30. Plaintiffs incorporate all paragraphs above as if set forth in full herein.
31. Defendants WILLIAMS, UNITED, GASCH, and SELLERS have engaged in a civil conspiracy to deprive plaintiff TERI WOODS of her rights.
32. Defendants actions have been outrageous, and have been willful, wanton, malicious, and were committed with reckless disregard for the rights of plaintiffs.
33. As a result of defendants' civil conspiracy, plaintiff TERI WOODS has sustained damages in the form of lost profits, lost goodwill, lost prospective business, and other monetary losses.
34. Defendants are liable to plaintiffs for actionable civil conspiracy.

WHEREFORE, on Count IV, plaintiff TERI WOODS demands judgment in her favor, and against all defendants, jointly and severally, as follows:

- a. For compensatory damages in the amount of Ten Million Dollars (\$10,000,000.00);
- b. For punitive damages for a sum to be determined by the jury at trial;
- c. For costs of suit and reasonable counsel fees;
- d. For such other relief as this Court may deem proper

COUNT V: UNJUST ENRICHMENT

(TERI WOODS PUBLISHING, LLC VS. ALL DEFENDANTS)

35. Plaintiffs incorporate all paragraphs above as if set forth in full herein.

36. An implied-in-law, quasi-contract existed between plaintiff TERI WOODS

PUBLISHING, LLC and all of the defendants, which provided, in relevant part, that in consideration for defendants' use of plaintiff's copyrighted materials for defendants' personal gain, albeit without plaintiff's consent, plaintiff shall be entitled to a quantum meruit portion of the monies gained by defendants.

37. Defendants received a monetary benefit, to plaintiff's detriment.

38. Defendants are liable to plaintiff for breach of implied-in-law, quasi-contract, because the defendants have been unjustly enriched at plaintiffs' detriment.

WHEREFORE, on Count V, plaintiff TERI WOODS PUBLISHING, LLC demands judgment in its favor, and against all defendants, jointly and severally, as follows:

- a. For compensatory damages in the amount of Ten Million Dollars (\$10,000,000.00);
- b. For costs of suit and reasonable counsel fees;
- c. For such other relief as this Court may deem proper

COUNT VI: UNJUST ENRICHMENT

(TERI WOODS VS. ALL DEFENDANTS)

39. Plaintiffs incorporate all paragraphs above as if set forth in full herein.
40. An implied-in-law, quasi-contract existed between plaintiff TERI WOODS and all of the defendants, which provided, in relevant part, that in consideration for defendants' use of plaintiff's copyrighted materials for defendants' personal gain, albeit without plaintiff's consent, plaintiff shall be entitled to a quantum meruit portion of the monies gained by defendants.
41. Defendants received a monetary benefit, to plaintiff's detriment.
42. Defendants are liable to plaintiff for breach of implied-in-law, quasi-contract, because the defendants have been unjustly enriched at plaintiffs' detriment.
- WHEREFORE, on Count V, plaintiff TERI WOODS demands judgment in her favor, and against all defendants, jointly and severally, as follows:
- a. For compensatory damages in the amount of Ten Million Dollars (\$10,000,000.00);
 - b. For costs of suit and reasonable counsel fees;
 - c. For such other relief as this Court may deem proper

COUNT VII: ACCOUNTING

TERI WOODS PUBLISHING, LLC AND TERI WOODS VS. ALL DEFENDANTS)

43. Plaintiffs incorporate all paragraphs above as if set forth in full herein.
44. Plaintiffs are entitled to a complete accounting from defendants, which accounting shall provide a detailed picture into all pertinent factors, inclusive but not limited to:
- Identification of All Books Manufactured
- Identification of All Books Distributed (including to whom and for how much)
- Identification of All Books Sold (including to whom and for how much)

Gross Revenues

Gross Sales

Such other pertinent information

WHEREFORE, on Count VII, plaintiffs TERI WOODS PUBLISHING, LLC and TERI WOODS demand judgment in their favor, and against all defendants, jointly and severally, as follows :

- a. For a full and complete accounting;
- b. For costs of suit and reasonable counsel fees;
- c. For such other relief as this Court may deem proper

COUNT VIII: CONSTRUCTIVE TRUST

(TERI WOODS PUBLISHING, LLC AND TERI WOODS VS. ALL DEFENDANTS)

45. Plaintiffs incorporate all paragraphs above as if set forth in full .

46. Plaintiffs are entitled to the imposition of a constructive trust in plaintiffs' favor.

WHEREFORE, on Count VIII, plaintiffs TERI WOODS PUBLISHING, LLC and TERI WOODS demand judgment in their favor, and against all defendants, jointly and severally, as follows:

- a. For imposition of a constructive trust in plaintiffs' favor;
- b. For costs of suit and reasonable counsel fees;
- c. For such other relief as this Court may deem proper

COUNT IX: PERMANENT INJUNCTION

(TERI WOODS PUBLISHING LLC AND TERI WOODS VS. ALL DEFENDANTS)

47. Plaintiffs incorporate all paragraphs above as if set forth in full .

48. Plaintiffs are entitled to the imposition of a permanent injunction in their favor, and

against defendants, thereby barring defendants from forevermore engaging in any manner in the manufacture, distribution, and/or sale of any of plaintiffs' copyrighted materials.

49. Plaintiffs seek a bond from defendants to ensure that plaintiffs rights shall nevermore be violated.

WHEREFORE, on Count IX, plaintiffs TERI WOODS PUBLISHING, LLC and TERI WOODS demand judgment in their favor, and against all defendants, jointly and severally, as follows:

a. For imposition of a permanent injunction against all defendants, with the proviso that defendants post a bond as security to attempt to ensure that plaintiffs' rights will not be violated in the future;

b. For costs of suit and reasonable counsel fees;

c. For such other relief as this Court may deem proper

COUNT X: VIOLATION OF N.J. RICO STATUTE

N.J.S.A. Sec. 2C:41-1 ET SEQ.

(TERI WOODS VS. ALL DEFENDANTS)

50. Plaintiffs incorporate all paragraphs above as if set forth in full .

51. Defendants, through their conduct, engaged in a pattern of racketeering activity with the specific purpose of defrauding plaintiffs by their enterprise.

52. Defendants by their conduct participated, directly or indirectly, in the enterprise's affairs.

53. Furthermore, defendants by their conduct, so participated in the enterprise's affairs with knowledge that someone associated with the enterprise- inclusive but not necessarily limited to the co-defendants- will commit at least two (2) predicate acts.

54. Prior to fleecing plaintiff, defendants Benjamin et al. had several communications in furtherance of the enterprise to defraud plaintiffs with the other co-defendants.

55. Defendants engaged in multiple steps in order to manufacture, distribute and sell plaintiffs' books, inclusive but not limited to: illegally and unlawfully duplicating the books; presenting the books to a printing company for mass unlawful duplication, counterfeiting and copyright infringement; illegally transporting the counterfeit books; illegally distributing the counterfeit books to an underground black market network of booksellers; illegally and unlawfully attempting to hold these books to be authentic as if original; in otherwise engaging in unlawful racketeering actions.

56. Accordingly, all defendants are liable to plaintiff, jointly and severally, under N.J.'s civil RICO Statute.

WHEREFORE, on Count X, plaintiff TERI WOODS demands judgment in her favor, and against all defendants, jointly and severally, as follows

1. Compensatory damages for a sum to be proven at trial;
2. Treble damages;
3. Reasonable counsel fees, costs and interest;
4. Such other and further relief as this Court may deem proper.

COUNT XI: VIOLATION OF N.J. RICO STATUTE

N.J.S.A. Sec. 2C:41-1 ET SEQ.

(TERI WOODS PUBLISHING LLC VS. ALL DEFENDANTS)

57. Plaintiffs incorporate all paragraphs above as if set forth in full .

58. Defendants, through their conduct, engaged in a pattern of racketeering activity with the

specific purpose of defrauding plaintiffs by their enterprise.

59. Defendants by their conduct participated, directly or indirectly, in the enterprise's affairs.

60. Furthermore, defendants by their conduct, so participated in the enterprise's affairs with knowledge that someone associated with the enterprise- inclusive but not necessarily limited to the co-defendants-will commit at least two (2) predicate acts.

61. Prior to fleecing plaintiff, defendants Benjamin et al. had several communications in furtherance of the enterprise to defraud plaintiffs with the other co-defendants.

62. Defendants engaged in multiple steps in order to manufacture, distribute and sell plaintiffs' books, inclusive but not limited to: illegally and unlawfully duplicating the books; presenting the books to a printing company for mass unlawful duplication, counterfeiting and copyright infringement; illegally transporting the counterfeit books; illegally distributing the counterfeit books to an underground black market network of booksellers; illegally and unlawfully attempting to hold these books to be authentic as if original; in otherwise engaging in unlawful racketeering actions.

63. Accordingly, all defendants are liable to plaintiff, jointly and severally, under N.J.'s civil RICO Statute.

WHEREFORE, on Count XI, plaintiff TERI WOODS PUBLISHING, LLC demands judgment in its favor, and against all defendants, jointly and severally, as follows

1. Compensatory damages for a sum to be proven at trial;
2. Treble damages;
3. Reasonable counsel fees, costs and interest;
4. Such other and further relief as this Court may deem proper.

COUNT XII: INVASION OF PRIVACY (FALSE LIGHT)

(TERI WOODS VS. ALL DEFENDANTS)

64. Plaintiffs incorporate all paragraphs above as if set forth in full .

65. Defendants presented TERI WOODS in a false light, thereby invading her privacy, by manufacturing inferior quality books, by altering the books so as to present an inferior, diminished product, and by misrepresenting these books to be a bona fide, authentic book by plaintiff.

66. The above-stated conduct constitutes actionable invasion of privacy, by presenting plaintiff in an inferior and false light.

WHEREFORE, on Count XII, plaintiff TERI WOODS demands judgment in her favor, and against all defendants, jointly and severally, as follows

1. Compensatory damages for a sum to be proven at trial;
2. Treble damages;
3. Reasonable counsel fees, costs and interest;
4. Such other and further relief as this Court may deem proper.

COUNT XIII: INVASION OF PRIVACY- FALSE LIGHT

TERI WOODS PUBLISHING LLC VS. ALL DEFENDANTS)

67. Plaintiffs incorporate all paragraphs above as if set forth in full .

68. Defendants presented TERI WOODS PUBLISHING, LLC in a false light, thereby invading her privacy, by manufacturing inferior quality books, by altering the books so as to present an inferior and diminished product, and by misrepresenting these books to be a bona fide, authentic book by plaintiff.

69. The above-stated conduct constitutes actionable invasion of privacy, by presenting plaintiff in an inferior and false light.

WHEREFORE, on Count XIII, plaintiff TERI WOODS PUBLISHING, LLC demands judgment in its favor, and against all defendants, jointly and severally, as follows

1. Compensatory damages for a sum to be proven at trial;
2. Treble damages;
3. Reasonable counsel fees, costs and interest;
4. Such other and further relief as this Court may deem proper.

COUNT XIV: STATE CIVIL RIGHTS VIOLATIONS

(TERI WOODS VS. ALL DEFENDANTS)

70. Plaintiffs incorporate all paragraphs above as if set forth in full .

71. Defendants conduct as aforepleaded acted to deprive plaintiff TERI WOODS of her civil rights as assured under the New Jersey Constitution.

72. Such civil rights violations are inclusive but not limited to plaintiff's right to gainful employment, her right to earn a living, and her right to privacy.

73. Defendants are liable to plaintiff for deprivation of her civil rights as guaranteed by the New Jersey Constitution.

WHEREFORE, on Count XIV, plaintiff TERI WOODS demands judgment in her favor, and against all defendants, jointly and severally, as follows

1. Compensatory damages for a sum to be proven at trial;
2. Treble damages and statutory damages;
3. Reasonable counsel fees, costs and interest;
4. Such other and further relief as this Court may deem proper.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs further request the following relief:

- a. The relief set forth in each of the above stated causes of action; and
- b. Such other relief at law or equity as this Court deems just.

Respectfully submitted,

Dated: 10/10/11

Simon Rosen, Esquire (#6279)
Attorney I.D. #38603

Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = Woods Teri

Search Results: Displaying 9 of 15 entries

Dutch.

Type of Work: Text

Registration Number / Date: TX0006125969 / 2005-02-08

Title: Dutch.

Notes: Cataloged from appl. only.

Copyright Claimant: Teri Woods Publishing

Date of Creation: 2002

Date of Publication: 2003-11-15

Authorship on Application: Kwame Teague, 1972- (Dutch, pseud.) & Teri Woods, 1968-.

Previous Registration: Prev. reg. 2003, TXu 1-100-936.

Names: Teague, Kwame, 1972-

Woods, Teri, 1968-

Teri Woods Publishing

Dutch, pseud.

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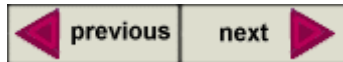
EXHIBIT P-1

Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = Woods Teri

Search Results: Displaying 10 of 15 entries



Labeled View

Dutch II : Angel's revenge : the second of a trilogy.

Type of Work: Text

Registration Number / Date: TXu001200973 / 2005-02-02

Title: Dutch II : Angel's revenge : the second of a trilogy.

Description: 269 p.

Notes: Fiction.

Copyright Claimant: Teri Woods, 1968-

Date of Creation: 2005

Authorship on Application: Terri Woods & Kwame Teague, 1972- (Dutch, pseud.)

Variant title: Dutch II : Angel's revenge

Names: [Woods, Teri, 1968-](#)
[Teague, Kwame, 1972-](#)
[Dutch, pseud.](#)

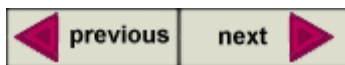
EXHIBIT P-1

Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = Woods Teri

Search Results: Displaying 11 of 15 entries



Labeled View

Dutch III-International Gangster.

Type of Work: Text

Registration Number / Date: TXu001726014 / 2011-03-01

Application Title: Dutch III-International Gangster.

Title: Dutch III-International Gangster.

Description: Print material,.

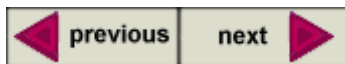
Copyright Claimant: Teri Woods, 1968- . Address: 816 Undercliff Avenue, Edgewater, NJ, 07020, United States.

Date of Creation: 2010

Authorship on Application: Teri Woods, 1968- ; Domicile: United States; Citizenship: United States. Authorship: text.

Rights and Permissions: Teri Woods, 816 Undercliff Avenue, Edgewater, NJ, 07020, United States, (201) 969-4830, teriwoods@verizon.net

Names: [Woods, Teri, 1968-](#)



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EXHIBIT P-1